

07-03-2000

5-30-00

Form PTO-1594  
1-31-92U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of

101395042

ached original documents or copy thereof.

## 1. Name of conveying party(ies):

Ubiquitel Inc.

- ☐ Individuals  
☐ General Partnership -  
☒ Corporation - State - Delaware  
☐ Other
- ☐ Association  
☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment  
☒ Security Interest  
☐ Other
- ☐ Merger  
☐ Change of Name

Execution Date: April 11, 2000

## 2. Name and address of receiving party(ies):

Name: Paribas

Internal Address:

Street Address: 787 Seventh Avenue

City: New York State: New York ZIP: 10019

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-  
☒ Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/039,158

76/039,189

Additional numbers attached? ☐ Yes ☒ No

Trademark Registration No.(s)\

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Jaenicke, Legal Assistant

Internal Address: White &amp; Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

## 6. Total number of applications and registration involved

2

7. Total fee (37 CFR 3.41): ..... \$ 65.00

- ☒ Enclosed  
☒ Authorized to be charged to deposit account, in case of deficiency

## 8. Deposit account number:

(23-1705 in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

06/30/2000 10:05:00 00000095 76039158

01 FC:481 Brian T. Jaenicke 40.00 OP  
02 FC:482 Name of Person Signing 25.00 OP5/30/00  
Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**ASSIGNMENT OF SECURITY INTEREST IN  
UNITED STATES TRADEMARKS AND PATENTS**

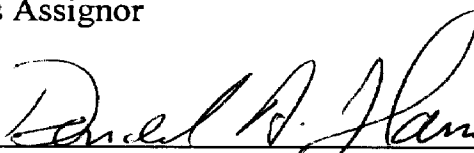
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Ubiquitel Inc., a Delaware corporation (the "Assignor") with principal offices at One Bala Plaza, Suite 402 Bala Cynwyd, Pennsylvania 19004, hereby assigns and grants to Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, NY 10019 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement between the Assignor, the other assignors party thereto and the Assignee, dated as of April 11, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the 11th day of April, 2000.

Ubiquitel Inc.,  
as Assignor

By   
Donald A. Harris, President and CEO

PARIBAS,  
as Collateral Agent, Assignee

By 

Name: SAUL Aizenberg  
Title: Vice-President

By \_\_\_\_\_

Name:

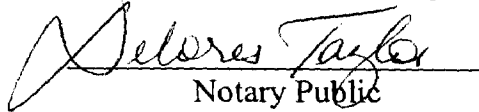
Title:

 4-10-2000

DELORES TAYLOR  
Notary Public, State of New York  
No. 01TA6010553  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires July 20, 2009

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this 10<sup>th</sup> day of April, 2000, before me personally came Donald A. Harris, who, being by me duly sworn, did state as follows: that he is President and CEO of UbiquiTel Inc., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
Notary Public

DELORES TAYLOR  
Notary Public, State of New York  
No. 01TA6010553  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires July 20, 2000

COUNTY OF NEW YORK )

Salo Aizenberg, who, being by me duly sworn, did state as follows: that he is Vice President of Paribas, that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

## Notary Public

Commission Expires July 20, 2000

**TRADEMARKS**

<b><u>MARK</u></b>	<b><u>APP. NO.</u></b>	<b><u>APP. DATE</u></b>
UBIQUITEL (Word and Design)	76/039,158	May 3, 2000
UBIQUITEL	76/039,189	May 3, 2000